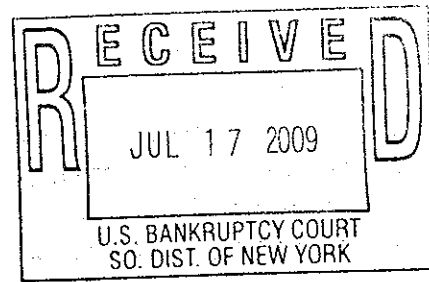


Honorable Robert D Drain
Docket Number 05-44481 (RDD)
United States Bankruptcy Judge-Southern District of NY
One Bowling Green
New York, NY 10004-1408



Honorable Robert D Drain

I retired from Delphi April 1, 2009 with a promosed pension till I turn 65 entitlement per Delphi's procedures in effect at that time. I STRONGLY object to the June 1, 2009 Master Disposition Agreement Article 9.511 declaring that pension payments will be terminated upon closing date.

During the preparation for retirement I was told by Delphi Human Resource personnel and Delphi leadership that in order to receive the pension pay I was **required** to sign a contract giving up certain rights listed in the contract. I was told that if I elected not to sign the contract I would not receive the pension pay . I signed the contract in the presence of and witnessed by Delphi leadership with the intent of fulfilling my terms of the contract. I fully expected Delphi to fulfill their terms of the contract which is paying me the full amount of the pension agreement. I signed the contract February 5, 2009 with an effective retirement and pension date of April 1, 2009 which was during the Bankruptcy proceedings of Delphi.

When I signed this document it was not communicated to me or stipulated in the form that this was part of my retirement package but a separate agreement or CONTRACT. It is unfathomable to me that Delphi or the court system could consider taking this away from me. Delphi just agreed to this and now they want to get out of their contract because they don't want to honor there contract. I thought the court system was meant to protect people on both sides of a contract. I don't know enough about law to comment on how after 22 plus years of working for Delphi and paying into my retirement plan that they can mismanage my money and then just walk away from their obligation and take my money with them. But, I think I know enough about integrity and honesty to know that my pension contract should be paid in full by Delphi. What does this mean if Delphi can sign and implement a contract in April and in June sayNo, I think I changed my mind....it means that there is no law in our country. I appeal to you to uphold the contract that Delphi offered to me and I accepted. I believe if I wanted to to file a claim that was mentioned in the Pension Document, Delphi would be quick to point out that I had signed a document disallowing that claim. Well, in the United States of America that works both ways.

In summary, I signed a contract with Delphi where I gave up certain rights for a pension payment amount. This contract was consummated during Delphi's bankruptcy and should be considered an Administrative Claim and should be paid in full prior to Delphi's emergence. I strenuously object to the June 1, 2009 Master Disposition Agreement, Article 9.5.11 declaring that pension payments be terminated upon the closing (emergence) date.

Respectfully,
Howard E. Fultz 1523 West Pekin Rd. Lebanon, Ohio 45036
Delphi Salaried Retiree

July 10,2009

Attachment: Howard E. Fultz's pension check

DELPHI SALARY RETIREMENT TRUST

Payment Type:
Advice Number:
Advice Date:

Installment
00025656386
July 1, 2009



Funding Breakdown

SALARY RETIRE PROG \$2,001.03
CONTRIBUTIONS \$619.63

HOWARD E FULTZ

Questions? Please call 1-877-389-2374

Description	Current	Year to Date
GROSS PAYMENT	\$2,620.66	\$10,482.64
NON-TAXABLE	\$27.48	\$109.92
FEDERAL WITHHOLDING	\$155.85	\$623.40
OH STATE TAX	\$67.37	\$269.48

Description	Current	Year to Date
TAXABLE	\$2,593.18	\$10,372.72
DEPENDENT LIFE	\$9.18	\$9.18
PERS ACCIDENT INS	\$36.00	\$36.00
NET PAYMENT	\$2,352.26	\$9,544.58